BILLS OF LADING, § 23. This case is interesting as treating the problem as within the scope of the Acts to regulate commerce. The court seems wrong in assuming that any deviation from the filed and published regulations violates the act. Only "undue or unreasonable" preferences are prohibited. *Gamble-Robinson Commission Co.* v. *Chicago Ry. Co.*, 168 Fed. 161. *United States* v. *B. & O. R. R. Co.*, 154 Fed. 108. But where the act is violated the contract is invalid and unenforceable. *Chicago & Alton R. Co.* v. *Kirby*, 225 U. S. 155. *Saita & Jones* v. *Pa. R. Co.*, 109 Misc. 604, 179 N. Y. Supp. 471. Although this situation falls within the general operation of the Interstate Commerce Acts, it is specifically covered by the Pomerene Bill of Lading Act. See 39 STAT. AT L. 542. And it is to be hoped that in the future the obvious purpose of § 23 of the Uniform Act will be given effect in interstate transactions in spite of the inartistic changes in wording (intentionally or accidentally) made by the Pomerene enactment. If not thereby protected, the *bona fide* purchaser's best chance seems to be an action in tort for deceit. *Cf.* William Vance, "Liability for Unauthorized Torts of Agents," 4 MICH. L. REV. 199.

BOUNDARIES — INCONSISTENT DESCRIPTIONS — WHEN COURSES AND DISTANCES GOVERN MONUMENTS. — A patent was issued for 12,000 acres of land, the boundaries of which were described in part by monuments and in part by courses and distances. The monuments conflicted with the courses and distances and the acreage called for by the patent, and, if followed, would lead to a palpably wrong result. *Held*, that the courses and distances will govern. *Swift Coal & Timber Co.* v. *Sturgill*, 223 S. W. 1090 (Ky.).

The description in the deed is intended to identify the tract conveyed. And so, if the description is insufficient for identification, the conveyance is void. *Wilson* v. *Johnson*, 145 Ind. 40, 43 N. E. 930; *McBride* v. *Steinweden*, 72 Kan. 508, 83 Pac. 822. The controlling element is the intention of the parties inferred from the language of the deed. *Reed* v. *Proprietors of Locks and Canals*, 8 How. (U. S.) 274; *Bruensmann* v. *Carroll*, 52 Mo. 313. Certain rules of presumption aid in determining their intention when the elements of description conflict. Monuments ordinarily govern courses and distances. *Pernam* v. *Wead*, 6 Mass. 131; *Watkins* v. *King*, 118 Fed. 524. But the rule yields when it appears that the courses and distances are more reliable. *White* v. *Luning*, 93 U. S. 514; *So. Realty Co.* v. *Keenan*, 99 S. C. 200, 83 S. E. 39. So courses and distances normally govern recitals of area. *Sherwin* v. *Bitzer*, 97 Minn. 252, 106 N. W. 1046. See *Christian* v. *Bulbeck*, 120 Va. 74, 113, 90 S. E. 661, 673. But in extreme cases provisions as to area may control all. *Davis* v. *Hess*, 103 Mo. 31, 15 S. W. 324; *McDowell* v. *Carothers*, 75 Ore. 126, 146 Pac. 800. There is no rule of preference between conflicting courses and distances. *Preston's Heirs* v. *Bowmar*, 6 Wheat. (U. S.) 580; *Green* v. *Pennington*, 105 Va. 801, 54 S. E. 877. But *cf. Paschal* v. *Swepston*, 120 Ark. 230, 235, 179 S. W. 339, 340. In this case, if the monuments were followed, the description would not conform in appearance to the plat nor even approximate the acreage called for in the patent, while, if the courses and distances were followed, the description would conform to the plat and include the specified quantity. It seems a proper case, therefore, to deny the application of the ordinary rule of presumption and to allow courses and distances to control.

CARRIERS — BAGGAGE — LIABILITY FOR LOSS OF BAGGAGE CARRIED SUBSEQUENTLY TO PASSENGER'S JOURNEY. — The plaintiff's baggage, due to her own delay, was delivered to the defendant carrier on the day following plaintiff's journey in person. The carrier took it on board his vessel and carried it to its destination. In an action for loss of part of the baggage, defendant set up the defense that he was liable only for negligence. *Held*, that the defense is valid. *Midgett* v. *Eastern Carolina Transportation Company*, 104 S. E. 32 (N. C.).

The authorities are divided as to whether a carrier is under insurer's liability for baggage sent ahead by one who later does not make the trip in person. *Marshall* v. *Pontiac R. R. Co.*, 126 Mich. 45, 85 N. W. 242; *McKibbin* v. *Wisconsin Ry. Co.*, 100 Minn. 270, 110 N. W. 964. *Cf. Crout* v. *Yazoo R. R. Co.*, 131 Tenn. 667, 176 S. W. 1027. The principal case raises the reverse problem of liability for baggage forwarded, because of the passenger's delay, after the passenger's journey. There seems to be no good reason why baggage in such a case is not as much incidental to carriage of the person as where it is carried exactly contemporaneously; and if the carrier accepts it under the circumstances and transports it he should be held to the usual absolute liability. *The Elvira Harbeck*, 8 Fed. Cas. No. 4, 424; *Graffam* v. *Boston & Maine R. R. Co.*, 67 Me. 234. The weight of authority is in fact opposed to the principal case. *Warner* v. *Burlington R. R. Co.*, 22 Ia. 166; *Wilson* v. *Grand Trunk Ry.*, 57 Me. 138; *Williams* v. *Central Ry. of N. J.*, 93 App. Div. 582, 88 N. Y. Supp. 434; aff'd 183 N. Y. 518, 76 N. E. 1116. See *Bradley* v. *Chicago Ry. Co.*, 147 Ill. App. 397, 404. *Perry* v. *Seaboard Ry. Co.*, 171 N. C. 158, 88 S. E. 156, *contra*. The court probably is influenced unconsciously by the feeling that the rule of absolute liability is an historical anomaly not required to-day, and so abrogates that rule in a doubtful situation. See Joseph H. Beale, "The Carrier's Liability: Its History," 11 HARV. L. REV. 158; HOLMES, THE COMMON LAW, 164–205. The decision may thus be explained, though hardly supported. See also 39 STAT. AT L. 441; 53 CONG. RECORD (64th Cong., 1st Sess.), 9245, 9246, 12002, 12003.

CARRIERS — BAGGAGE — WHAT CONSTITUTES BAGGAGE. — As a result of the destruction of a steamer, various claims for the loss of baggage and personal effects were presented by the passengers. The claims *inter alia* included (1) large sums of money not necessary for the purposes of the trip, (2) the camera lenses of a newspaper photographer, who was traveling to take photographs, and (3) small amounts of Liberty Bonds, retained in possession for safe-keeping and not for the purposes of the trip. *Held*, that the claims be allowed as to the camera lenses and Liberty Bonds, but disallowed as to the sums of money. *The Virginia*, 266 Fed. 437.

The baggage and personal effects of a passenger for which a carrier may be liable include whatever articles are useful or convenient for the passenger with reference to the immediate necessities of the trip or its ultimate purposes. See *Macrow* v. *Great Western Ry. Co.*, L. R. 6 Q. B. 612; *Saunders* v. *So. Ry.*, 128 Fed. 15. And in deciding the question due regard must be paid to the social status of the passenger, and the particular nature of his journey. *Ry. Co.* v. *Fraloff*, 100 U. S. 24; *Repp* v. *Indianapolis Traction Co.*, 184 Ind. 671, 111 N. E. 614. So articles connected with the occupation that prompts the trip, as the instruments of an army surgeon, the books of a student, or the guns of a hunter, are properly baggage. *Hannibal Ry.* v. *Swift*, 12 Wall. (U. S.) 262; *Hopkins* v. *Westcott*, 6 Blatch. (U. S. C. C.) 64; *Little Rock, etc. Ry. Co.* v. *Record*, 74 Ark. 125, 85 S. W. 421. Clearly the lenses of the newspaper photographer come within this category. So also sums of money, however large, if necessary for the trip are recoverable. *Merrill* v. *Grinnell*, 30 N. Y. 594; *Ill. Centr. Ry. Co.* v. *Copeland*, 24 Ill. 332. But as in the principal case, money, not needed for the trip and taken for some independent reason, is not recoverable. *First Nat'l Bk. of Greenfield* v. *Marietta, etc. Ry. Co.*, 20 Ohio St. 259. *Levins* v. *N. Y., N. H. & H. Ry. Co.*, 183 Mass. 175, 66 N. E. 803. The same rule would seem applicable to the Liberty Bonds. They were not carried for the purpose of the trip, but merely for safe-keeping, and recovery as to them was improper.

CONSTITUTIONAL LAW — CLASS LEGISLATION — DUE PROCESS OF LAW — PENALTY FOR DELAYED PAYMENT OF WAGES. — Defendant owed plaintiff